

RESOLUTION NO. 80-113

RESOLUTION CALLING FOR A CONTRACT WITH THE
CALIFORNIA HIGHWAY PATROL FOR ABANDONED VEHICLE
ABATEMENT PARTICIPATION

WHEREAS, the California Vehicle Code Section 9250.7 and 22710 provide for an Abandoned Vehicle Trust Fund and a method of disbursement of funds to local agencies that participate in the Abandoned Vehicle Abatement Program and;

WHEREAS, the City of Lodi, California has adopted an Ordinance in accordance with the California Vehicle Code providing for the Abatement of Abandoned Vehicles, and;

WHEREAS, the City of Lodi, California desires to participate in the Abandoned Vehicle Abatement Program and share in the monies in said Abandoned Vehicle Trust Fund.

NOW, THEREFORE, BE IT RESOLVED, that the City of Lodi, California participate in the Abandoned Vehicle Abatement Program for the period of July 1, 1980 through June 30, 1981.

NOW, THEREFORE, BE IT FURTHER RESOLVED, that the Mayor and City Clerk are hereby authorized to execute the contract with the Department of California Highway Patrol for participation in said Abandoned Vehicle Abatement Program.

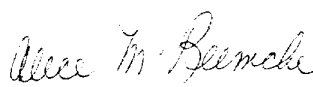
Dated: September 3, 1980

I hereby certify that Resolution No. 80-113 was passed and adopted by the City Council of the City of Lodi in a regular meeting held September 3, 1980 by the following vote:

Ayes: Councilmen - Hughes, McCarty, Murphy, Pinkerton,
and Katnich

Noes: Councilmen - None

Absent: Councilmen - None


ALICE M REIMCHE
City Clerk

MEMBER AGREEMENT FOR
FINANCING OF PLANNING AND DEVELOPMENT ACTIVITIES
OF THE
CALAVERAS HYDROELECTRIC PROJECT

This Agreement, made as of June 26, 1980, by and between Northern California Power Agency, a joint powers agency of the State of California, hereinafter called "NCPA" and its members who execute this Agreement, hereinafter called "Project Members,"

WITNESSETH:

WHEREAS, NCPA has entered into a Memorandum of Understanding with Calaveras County Water District, herein called "Calaveras," dated May 31 and June 2, 1977, as amended, herein called "Memorandum", under which NCPA agrees to pay the preliminary costs of, and to purchase the entire output of power from, Calaveras' North Fork Stanislaus Hydroelectric Project ("Project") in accordance with that Memorandum; and

WHEREAS, NCPA wishes to formalize the understandings of Project Members who have been advancing funds to meet NCPA's contractual obligations under the Memorandum and to establish criteria to determine reimbursement of these and future advances and rights to share Project output of power;

NOW THEREFORE, the parties hereto agree as follows:

Section 1. Obligations Formalized - Percentage Participation - Collections and Accounting. Each Project Member agrees to continue to pay or advance to NCPA, from its electric department revenues only, its percentage participation share of the costs authorized by Project Members in accordance with this Agreement in connection with the Project prior to the issuance of a license for the Project to Calaveras by the Federal Energy Regulatory Commission. Each Project Member further agrees that it will fix the rates and charges for services provided by its electric department so that it will at all times have sufficient money in its electric department revenue funds to meet this obligation. The percentage participation of each Project Member is initially established as follows:

Alameda	10.88%
Biggs	.42
Gridley	1.00
Healdsburg	1.43
Lodi	9.85
Lompoc	2.18
Palo Alto	22.92
Redding	9.41
Roseville	6.24
Santa Clara	31.08
Ukiah	3.04
Plumas-Sierra R.E.C.	1.55
Total	100.00%

The participation percentage of each Project Member shall be revised proportionately if less than all NCPA members become Project Members on the effective date hereof, and thereafter if and when any Project Member withdraws in whole or in part. Any Project Member wholly withdrawing shall thereupon cease to be a Project Member for all purposes except for purposes of Section 4.

Hereafter, NCPA shall demand from each Participating Member its share of its agreed to financial commitment on a concurrent basis. Any part of such demand by NCPA which remains unpaid for sixty days after its billing date shall bear interest from such sixtieth day at the prime rate of the Bank of America NT&SA then in effect computed on a daily basis plus two percent until paid. Interest so earned shall not change any Project Member's participation percentage, and shall become a part of the working capital fund defined below.

The funds advanced according to this Section 1 shall be used to establish a working capital fund if and when approved by the Project Members, and in an amount and subject to any limitations approved by the Project Members.

Section 2. Limited Rights to Participate In/Form Implementation and Financing.

(a) Discretion - Disposition of Power. In consideration of the payments provided for in Section 1 hereof each Project Member who has not wholly withdrawn, or who is not then

in default shall have an exclusive option to enter into a contract for all or a part of its participation percentage of all power made available to NCPA under the Memorandum.

(b) Increase in Purchases. A Project Member can, at the time of entering into its Final Power Contract, purchase more than its participation percentage of Project power if additional power is available by reason of the non-participation in the Final Power Contract by one or more Project Members. Such excess power shall be reallocated among those who do participate in the same proportion as their shares bear to the total shares of those who do participate. If Project Members so entitled do not wish to contract for all the excess power, such remaining excess shall be disposed of as agreed to by the Project Members.

(c) Exercise and Effect of Taking Less Than Full Entitlement. The Project Members shall establish the terms and provisions of an agreement to purchase power of the Project prior to the expiration of this Agreement, to be known as the Final Power Contract. They shall also establish the date by which the Final Power Contract must be executed by Project Members and delivered to NCPA if they are to participate in the purchase of power from the Project. Failure to execute the Final Power Contract for any of its total participation share and to deliver it to NCPA by that date or 30 days after member receipt, whichever is later, will be an irrevocable decision on part of that Project Member not to purchase any such power. Execution and delivery of the Final Power Contract for less .

than its total participation percentage and delivery of that Project Member executed agreement to NCPA by the date established or 30 days after Project Member's receipt, whichever is later, will likewise be an irrevocable decision on the part of that Project Member not to purchase any such power in excess of the share set forth in its delivered agreement. Supplemental agreements or other agreements will be entered into for the excess or surplus power. The procedure for processing supplemental agreements shall be consistent with those prescribed immediately above in this subsection (c) for making purchases of power. Failure to return an executed agreement for any additional power within the prescribed period is an irrevocable decision not to purchase such additional power. The Project Member making any herein defined irrevocable decision not to purchase all of its share of power shall be foreclosed from receiving, and shall be relieved of further burdens related to, power which it has declined to purchase.

Section 3. Member Direction and Review. NCPA shall comply with all lawful directions of the Project Members with respect to this Agreement, while not stayed or nullified, to the fullest extent authorized by law. Actions of Project Members, including giving above directions to NCPA, will be taken only at meetings of authorized representatives of Project Members duly called and held pursuant to the Ralph M. Brown Act. Ordinarily, voting by representatives of Project Members will be on a one member/

one vote basis, with a majority vote required for action; however, upon request of a Project Member representative, the voting on an issue will be by percentage participation with 65% or more favorable vote necessary to carry the action.

Any decision related to the Project taken by the favorable vote of representation of Project Members holding less than 65% of percentage participation can be reviewed and revised if a Project Member holding any participation percentage gives Notice of Intention to seek such review and revision to each other Project Member within 48 hours after receiving written notice of such action. If such Notice of Intention is so given, any action taken specified in the notice shall be nullified, unless the NCPA Commissioners of Project Members holding at least 65% of the total participation percentage then in effect vote in favor thereof at a regular or specially called meeting of Project Members. If the Notice of Intention concerned a failure to act, such action shall nevertheless be taken if NCPA Commissioners of Project Members holding at least 65% of the total Participation Percentage vote in favor thereof at a regular or specially called meeting of Project Members.

Section 4. Conditional Repayment to Members. All payments and advances made pursuant to Section 1 excluding interest paid on delinquent payments shall be repaid to each of the entities making such payments and advances pursuant to this Agreement out of the proceeds of the first issuance of the Project bonds or as and when there are sufficient funds available from partial sale of bonds. Such reimbursements shall be made within 60 days .

following the sale of any Project bonds and shall include interest computed monthly at a rate equivalent to the end of the month prime rate of the Bank of America NT&SA. Any interest due under the third paragraph of section 1 of this Agreement and unpaid shall be deducted from the repayment. If Calaveras is not successful in obtaining a Project license from FERC, there shall be no reimbursement except out of unused Project funds including those then in Calaveras Working capital and Contingency Fund account and all money Calaveras is obligated to pay or return to NCPA in connection with the Memorandum along with all other receipts to which NCPA is entitled in connection with the Project.

Section 5. Term. This Agreement shall take effect on September 1, 1980, or whenever executed by NCPA members holding 85% of the initial percentage participation, whichever is later, and it shall not take effect at all if not in effect by October 1, 1980. This Agreement shall be superseded by the Final Power Contract which Project Members shall enter any time prior to the issuance of the FERC license, but in no event later than 60 days after the receipt of the FERC license, pursuant to Section 2, except that Section 4 shall remain in effect. Changes in this provision, except as to Section 4, shall be in accordance with Section 3 hereof.

Section 6. Financial Commitments. Each Project Member agrees to a total financial commitment for its respective percentage participation of a total sum, including payments and

advances heretofore made, up to \$2,012,000 in costs as authorized and approved by Project Members. This is \$500,000 above the Memorandum limit of \$1,512,000 as the total estimated budget for these proceedings until FERC issues the Project license.

From time to time as needs arise, representatives of Project Members may, by a favorable vote as provided in Section 3, authorize an increased financial commitment above \$2,012,000 which can be shown to support the completion of the Project, but only after 30 days' written notice of such proposed increase has been given to all Project Members.

Section 7. Withdrawal From Further Participation. If at any time following the execution of this Agreement, there is an increase in the financial commitment, Project Members may partially withdraw, i.e., from participation in the increase, or may withdraw wholly from the Project. Such withdrawal shall be subject to honoring any commitments made by them or on their behalf pursuant to authorization of this Agreement. To withdraw, such Project Members shall give NCPA written notice of such withdrawal, in part or in whole, within thirty (30) days of the receipt of the notice by them of the increase.

Section 8. Voting Rights and Duration. A Project Member is participating for purposes of Section 3 percentage voting until it completely withdraws, but a partial withdrawal will result in a reduction in its percentage participation to the ratio of its payments after such withdrawal to the total amount of payments by all Project Members after such withdrawal. When Final Power Contracts agreements are executed, or revised,

revised participation percentages for voting shall be established by dividing the amount of power agreed to be purchased by each Project Member by the total amount of power to be purchased by all Project Members except that the 65% of percentage participation specified in sections 3 and 9 shall be reduced by the amount that the percentage participation of any Project Member shall exceed 35%, but such 65% shall not be reduced below 50%.

Section 9. Quorum Defined. The presence of either a majority of the Project Members, or of Project Members then having a combined participation percentage of at least 65% shall constitute a quorum for the purpose of action. If no quorum is present at a regular meeting of such Project Members, the absent Project Members shall pay \$50 each, the money to be paid into the working capital fund of the Project.

IN WITNESS WHEREOF, each Project Member has executed this Agreement with the approval of its governing body, and caused its official seal to be affixed, and NCPA has authorized this Agreement in accordance with the authorization of its Commission.

NORTHERN CALIFORNIA POWER AGENCY CITY OF PALO ALTO

By: _____

By: _____

By: _____

By: _____

CITY OF ALAMEDA

By: _____

By: _____

CITY OF REDDING

By: _____

By: _____

CITY OF BIGGS

By: _____

By: _____

CITY OF ROSEVILLE

By: _____

By: _____

CITY OF GRIDLEY

By: _____

By: _____

CITY OF SANTA CLARA

By: _____

By: _____

CITY OF HEALDSBURG

By: _____

By: _____

CITY OF UKIAH

By: _____

By: _____

CITY OF LODI

By: Walter J. Katrich

By: Mayer
Miss M. Rumsch
City Clerk

PLUMAS-SIERRA RURAL ELECTRIC
COOPERATIVE

By: _____

By: _____

CITY OF LOMPOC

By: _____

By: _____